

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO

INSECO, INC.

Plaintiff,

v.

WAVE BIOTECH L.L.C. and GE  
HEALTHCARE BIOSCIENCE BIOPROCESS  
CORP.

Defendants

CIVIL NO.

PLAINTIFFS DEMAND  
TRIAL BY JURY

**COMPLAINT**

TO THE HONORABLE COURT:

Plaintiff through the undersigned counsel respectfully alleges and prays as follows:

**I.  
THE PARTIES**

1. Plaintiff Inseco, Inc. (Inseco) is a corporation organized pursuant to the laws of the Commonwealth of Puerto Rico with a principal office in said Commonwealth.

2. Wave Biotech, LLC (Wave) is a New Jersey Limited Liability Company (taxed as S-Corp) with a principal place of business in New Jersey. None of its partners is, upon informative and belief, a citizen of the Commonwealth of Puerto Rico.

3. G.E. Healthcare Bioscience BioProcess Corp. (GE) is, upon information and belief a corporation organized and existing pursuant to the laws of the state of New Jersey with a principal place of business in said state.

4. As a result of an acquisition that took place in 2007 Wave now transacts business as GE.

**II.  
JURISDICTION**

5. This court has subject matter jurisdiction pursuant to 28 U.S.C. §1332 since there is complete diversity between the parties and the amount in controversy exceeds the sum of \$75,000.00 exclusive of interest and costs.

6. Venue is proper in this district inasmuch as the pertinent facts that give rise to this claim took place in the Commonwealth of Puerto Rico.

**III.  
THE FACTS**

7. On August 1<sup>st</sup>, 2006, Wave and Inseco entered into a Distribution Agreement whereby Inseco became Wave's exclusive distributor of the latter products in Puerto Rico.

8. On February 15, 2008, GE notified Inseco of its intent to unilaterally terminate the distribution contract effectively on August 4, 2008.

9. Said termination did take place on August 4, 2008.

10. The unilateral termination of the Distribution Agreement by GE was without good cause and in clear violation of Puerto Rico's Act 75 which protects distribution against unilateral termination of distribution contracts in Puerto Rico without just cause.

11. As a proximate cause of the termination of the distribution contract, Inseco has suffered damages in excess of \$680,000.00, a sum that shall increase to the extent that the unlawful termination of the contract persists.

WHEREFORE, it is respectfully requested that damages be awarded to Inseco and a permanent injunction be issued restoring the parties to the "status quo ante" that existed prior to the breach of the distribution agreement.

RESPECTFULLY SUBMITTED.

At San Juan, Puerto Rico, this 22<sup>nd</sup> day of November, 2010.

*s/Rubén T. Nigaglioni*

Rubén T. Nigaglioni

USDC PR No. 119901

**NIGAGLIONI + FERRAIUOLI**

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